

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04016
Broadband TelCom Power, INC 1719 S. Grand Ave. Santa Ana, CA 92705	Amendment No.:	1
	Effective Date:	April 1, 2017

VENDOR MANAGEMENT FEE INCREASE AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)

This Vendor Management Fee Increase Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Broadband TelCom Power, Inc a California Corporation ("Contractor") and is effective as of April 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 dated effective as of September 9, 2016 ("Contract").
- B. The Parties have not previously amended the Contract.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **VENDOR MANAGEMENT FEE.** Section 2.10 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 2.10 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.00 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0100.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one

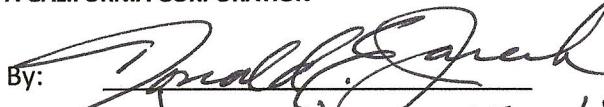
A handwritten signature or set of initials, possibly 'DJ', written in black ink in the bottom right corner of the page.

counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

BROADBAND TELCOM POWER, INC
A CALIFORNIA CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 	By: _____
Name: <u>Donald E. Jarecki</u>	Name: Philip Saunders
Title: <u>VP-Mktg/BUS Dev.</u>	Title: Contract Specialist
Date: <u>3/16/2017</u>	Date: _____

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Broadband TelCom Power, Inc.
1719 S. Grand Ave
Santa Ana, CA 92706

**SECOND AMENDMENT
TO
CONTRACT No.04016
BROADBAND TELCOM POWER, INC.**

This Second Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Broadband TelCom Power, Inc., a California Corporation ("Contractor") and is dated as of January 24, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment dated effective as of September 9, 2016 ("Contract").
- B. The Parties previously amended the Contract one (1) time:
 - a. Amendment number 1 dated April 1, 2017 to adjust the applicable Vendor Management Fee (VMF).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRODUCT ADD.** The Contract is amended to add a new model of the BTC 50kW DCFC Slim Line Model.
 - a. **PRICE:** \$27,920
 - b. **SPECIFICATIONS/ FUNCTIONALITY :** LEVEL 3 DC FAST CHARGER – SLIME LINE MODEL (SINGLE OR DUAL CONFIGURATION)

SPECIFICATIONS/ FUNCTIONALITY	LEVEL 3 DC FAST CHARGER – SLIM LINE MODEL (50kW SINGLE OR DUAL CONFIGURATION)
Input Voltage & Current, Charge Rate Output Connector	480VAC or 208VAC, 3-Phase, 100A – 200A Available Connectors – SAE Combo, CHAdeMO;


Payment System	Yes, Mag Strip Reader or RFID Available with both Credit Card and RFID Readers
Display	15" Color, High-Resolution, Touch Screen
Cord Retraction	Yes, Included in Price
Set-in-Place Installation Cost	YES \$900
Base Price Standard Configuration (480V, Card Reader, RFID Reader, dual connectors, Chademo and SAE Combo, cord retraction)	\$27,920

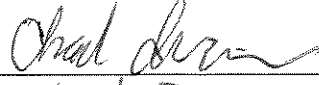
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

BROADBAND TELCOM POWER, INC. A CALIFORNIA CORPORATION.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Donald E. Jarecki
Title: VP-Business Development
Date: February 27, 2019

By: 
Name: Chad Irwin
Title: Contracts + Procurement Supervisor
Date: 2/27/2019

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Broadband Telcom Power, Inc. dba BTC Power
1719 S. Grand Ave
Santa Ana, CA 92705

**THIRD AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

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This Second Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Broadband Telcom Power, Inc., a California State Company ("Contractor") and is dated as of September 10, ~~2017~~ 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract two times:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment #02 date effective January 24, 2019, to a new product to the contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2020.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.


4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC., A CALIFORNIA
STATE COMPANY**

By: 
Name: Donald Jarecki
Title: Vice President – Business Development
Date: September 9, 2019

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Chad Irwin
Title: Contracts & Procurement Supervisor
Date: 9/10/19

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Broadband Telcom Power, Inc. dba BTC Power
1719 S. Grand Ave
Santa Ana, CA 92705

**FOURTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Fourth Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Broadband Telcom Power, Inc., a California State Company ("Contractor") and is dated as of September 09, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract two times:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment #02 date effective January 24, 2019, to a new product to the contract.
 - c. Amendment #03 date effective September 10, 2019, to extend the term twelve (12) months, ending September 09, 2020.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2021.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.



3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC., A CALIFORNIA
STATE COMPANY**

By: 

Name: Donald Jarecki

Title: VP - BUSINESS DEV.

Date: 9/1/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Chad Irwin

Title: Contracts & Procurement Supervisor

Date: 09/04/2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Broadband Telcom Power, Inc. dba BTC Power
1719 S. Grand Ave
Santa Ana, CA 92705

**FIFTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Fifth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Broadband Telcom Power, Inc., a California State Company (“Contractor”) and is dated as of September 09, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract two times:
 - Amendment 1 dated April 1, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - Amendment 2 dated January 24, 2019 – add new product to the contract.
 - Amendment 3 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.
 - Amendment 4 dated September 9, 2020 – extend Contract twelve (12) months, ending September 9, 2021.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amended to extend the term twelve (12) months, ending September 08, 2022.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC., A CALIFORNIA
STATE COMPANY**

By:

Name: Donald Jarecki

Title: VP-Business Development

Date: August 2, 2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:

Name: Chad Irwin

Title: Procurement Supervisor

Date: 8/4/2021

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Broadband Telcom Power Inc. dba BTC Power 1719 Grand Avenue Santa Maria, CA 92705	Amendment No.:	6
	Effective Date:	10/13/21

**SIXTH AMENDMENT
TO
MASTER CONTRACT NO. 04016
ELECTRIC VEHICLE SERVICE EQUIPMENT**

This Sixth Amendment (“Amendment”) to Master Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Broadband Telcom Power Inc. dba BTC Power, a California State Company (“Contractor”) and is dated and effective as of October 13th, 2021.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 04016 dated effective as of September 9th, 2016 (“Master Contract”).
- D. The Parties previously amended the Master Contract (5) Times.
 - a. Amendment 1 dated April 01, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 01, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment 2 dated January 24, 2019 – add new product to the contract.
 - c. Amendment 3 dated September 10, 2019 – extend Contract twelve (12) months,

ending September 09, 2020.

- d. Amendment 4 dated September 09, 2020 – extend Contract twelve (12) months, ending September 09, 2021.
- e. Amendment 5 dated September 09, 2021 - extend Contract twelve (12) months, ending September 09, 2022.

- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

- 1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning October 13th, 2021, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;

- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
 - (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
 - (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC., A CALIFORNIA
STATE COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:



Name: Donald E. Jarecki

Title: VP-Business Development

Date: January 3, 2022

By: 

Name: Mark McClurkin

Title: Contract Specialist 3

Date: 01/04/22

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Broadband Telcom Power Inc. dba BTC Power 1719 Grand Avenue Santa Maria, CA 92705	Amendment No.:	7
	Effective Date:	September 9, 2022

**SEVENTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Seventh Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Broadband Telcom Power, Inc. dba BTC Power, a California State Company (“Contractor”) and is effective as of September 09, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract two times:
 - Amendment 1 dated April 1, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - Amendment 2 dated January 24, 2019 – add new product to the contract.
 - Amendment 3 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.
 - Amendment 4 dated September 9, 2020 – extend Contract twelve (12) months, ending September 9, 2021.
 - Amendment 5 dated September 09, 2021 - extend Contract twelve (12) months, ending September 09, 2022.
 - Amendment 6 dated October 13, 2021 – Temporary Price Adjustment
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amended to extend the term twelve (12) months, ending September 09, 2023.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC. DBA BTC POWER,
A CALIFORNIA STATE COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Donald E. Jarecki

Title: VP-Business Development

Date: August 11, 2022

By: 

Name: Mark McClurkin

Title: Contracts Specialist 3

Date: 8/11/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Broadband Telcom Power Inc. dba BTC Power 1719 Grand Avenue Santa Maria, CA 92705	Amendment No.:	8
	Effective Date:	May 1, 2023

**EIGHTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Eighth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Broadband Telcom Power, Inc. dba BTC Power, a California Company (“Contractor”) and is effective as of May 1, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract seven times:
 - Amendment 1– Adjust Vendor Management Fee (VMF), dated April 1, 2017.
 - Amendment 2– Add new product to the contract, dated January 24, 2019.
 - Amendment 3– Extend Contract twelve (12) months, dated September 10, 2019.
 - Amendment 4– Extend Contract twelve (12) months, dated September 9, 2020.
 - Amendment 5 - Extend Contract twelve (12) months, dated September 09, 2021.
 - Amendment 6 – Temporary Price Adjustment, dated October 13, 2021.
 - Amendment 7 – Extend contract twelve (12) months, dated September 09, 2022.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICE CHANGES.** Price escalation/de-escalation will be based on dividing the Price Producers Index (PPI) value for month of contract award year, by the PPI value for the following annual contract anniversary date of contract award. The percent adjustment will be applied to base EVSE price


and all contract options (including deducts). The correct PPI used from the Bureau of Labor and Statistics (BLS) will be PCU335999335999. All indexes are preliminary and subject to revision four months after original publication.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC. DBA BTC POWER,
A CALIFORNIA COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Donald E. Jarecki
Title: VP-Business Development
Date: 4/6/2023

By: *Kelli Carmony*
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 4/10/23

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Broadband Telcom Power Inc. dba BTC Power 1719 Grand Avenue Santa Maria, CA 92705	Amendment No.:	9
	Effective Date:	May 1, 2023

**NINTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Ninth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”), and Broadband Telcom Power, Inc. dba BTC Power, a California corporation (“Contractor”) and is effective as of May 1, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract eight times:
 - Amendment 1– Adjust Vendor Management Fee (VMF), dated April 1, 2017.
 - Amendment 2– Add a new product to the contract, dated January 24, 2019.
 - Amendment 3– Extend the Contract by twelve (12) months, dated September 10, 2019.
 - Amendment 4– Extend the Contract by twelve (12) months, dated September 9, 2020.
 - Amendment 5 - Extend the Contract by twelve (12) months, dated September 09, 2021.
 - Amendment 6 – Temporary Price Adjustment, dated October 13, 2021.
 - Amendment 7 – Extend contract by twelve (12) months, dated September 09, 2022.
 - Amendment 8 – Allow for price changes, dated May 1, 2023
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. ECONOMIC PRICE CHANGES. *Appendix B – Specifications and Price Worksheet* is hereby amended by deleting the existing *Appendix B – Specifications and Price Worksheet* of the Contract in its entirety

and inserting the attached *Exhibit A – Prices for Goods* (dated 5/1/2023) as *Appendix B – Specifications and Price Worksheet* in its place. As of the effective date of this Amendment, any reference to *Appendix B – Specifications and Price Worksheet* shall be deemed to be referenced to the attached *Exhibit A – Prices for Goods* (5/1/2023).

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC. DBA BTC POWER,
A CALIFORNIA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:



Name: Donald E. Jarecki

Title: VP-Business Development

Date: 4/17/2023

By:



Name: Kelli Carmony

Title: Procurement Supervisor

Date: 4/19/2023

Exhibit A- Prices for Goods (effective 5/1/2023)

COMPANY	CATEGORY	TYPE OF PRODUCT (EX. Type of Charger, hardware, software, etc.)	PRODUCT NAME	PRODUCT DESCRIPTION	MODEL	MANUFACTURER	BRAND	PRODUCT CERTIFICATIONS	CURRENT PRICE (\$/UNIT)	MSRP	# OF DAYS FOR DELIVERY AFTER ORDER RECEIPT	NOTES TO CUSTOMERS
BTCPower	1	DC Fast Charger - Power Enclosure Cabinet	High-Power DC Fast Charger (DCFC)Pwr	This is part of a DCFC modular system capable of charging Electric Vehicles.	HPCT-100-480-2	BTCPower	SAME	Certified by Intertek (ETL) - Authorization to Mark included with this new product submission.	\$ 31,077.69	\$ 32,700.00	Current Lead time is 150 days.	
BTCPower	1	DC Fast Charger - Power Enclosure Cabinet	High-Power DC Fast Charger (DCFC)Pwr	This is part of a DCFC modular system capable of charging Electric Vehicles.	HPCT-150-480-3	BTCPower	SAME	Certified by Intertek (ETL) - Authorization to Mark included with this new product submission.	\$ 39,315.04	\$ 45,000.00	Current Lead time is 150 days.	
BTCPower	1	DC Fast Charger - Power Enclosure Cabinet	High-Power DC Fast Charger (DCFC)Pwr	This is part of a DCFC modular system capable of charging Electric Vehicles.	HPCT-300-480-4	BTCPower	SAME	Certified by Intertek (ETL) - Authorization to Mark included with this new product submission.	\$ 48,023.03	\$ 52,000.00	Current Lead time is 150 days.	
BTCPower	1	DC Fast Charger - Low Power Dispenser	125A Level 2 Dispenser CH480M07CC1	This is part of a DCFC modular system capable of charging Electric Vehicles.	HPDCD-125-01	BTCPower	SAME	Certified by Intertek (ETL) - Authorization to Mark included with this new product submission.	\$ 25,230.24	\$ 26,000.00	Current Lead time is 150 days.	
BTCPower	1	DC Fast Charger - Mid Power Dispenser	200A Level 2 Dispenser CH480M07CC1	This is part of a DCFC modular system capable of charging Electric Vehicles.	HPDCD-200-01	BTCPower	SAME	Certified by Intertek (ETL) - Authorization to Mark included with this new product submission.	\$ 29,842.09	\$ 33,400.00	Current Lead time is 150 days.	
BTCPower	2	DC Fast Charger - High Power Dispenser Network Mgmt	200A Level 2 Dispenser CH480M07CC1	This is part of a DCFC modular system capable of charging Electric Vehicles.	N/A - This line item is not applicable.	BTCPower	SAME	Not Applicable	\$ 30.75	\$ 40.00	Not Applicable	This costs is based upon a configuration of One (1) per part, per month.
BTCPower	3	DC Fast Charger - High Power Enclosure and Dispenser	D - Not Applicable	This is the cost to deliver, install, commission and testing of the HPCT-DCI N/A - This line item is not applicable.	N/A - This line item is not applicable.	BTCPower	SAME	Not Applicable	\$ 2,708.60	\$ 2,850.00	Not Applicable	This costs is based upon a configuration of One (1) per part, per month. Additional charges could apply based on the configuration.

*** Prices increased due to Economic Price Adjustment, Effective May 1, 2023 ***

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Broadband Telcom Power Inc. dba BTC Power 1719 Grand Avenue Santa Maria, CA 92705	Amendment No.:	10
	Effective Date:	September 9, 2023

**TENTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Tenth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Broadband Telcom Power, Inc. dba BTC Power, a California Corporation (“Contractor”) and is effective as of September 09, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract nine times:
 - Amendment 1– Adjust Vendor Management Fee (VMF), dated April 1, 2017.
 - Amendment 2– Add a new product to the contract, dated January 24, 2019.
 - Amendment 3– Extend the Contract by twelve (12) months, dated September 10, 2019.
 - Amendment 4– Extend the Contract by twelve (12) months, dated September 9, 2020.
 - Amendment 5 - Extend the Contract by twelve (12) months, dated September 09, 2021.
 - Amendment 6 – Temporary Price Adjustment, dated October 13, 2021.
 - Amendment 7 – Extend contract by twelve (12) months, dated September 09, 2022.
 - Amendment 8 – Allow for price changes, dated May 1, 2023.
 - Amendment 9 – Economic Price Adjustment, dated May 1, 2023.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amended to extend the term twelve (12) months, ending September 09, 2024.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BROADBAND TELCOM POWER, INC. DBA BTC POWER,
A CALIFORNIA STATE COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:

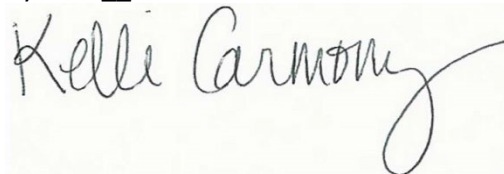


Name: Donald E. Jarecki

Title: VP-Business Development

Date: July 27, 2023

By: _____



Name: Kelli Carmony

Title: Procurement Supervisor

Date: 7/28/23